

AGREEMENT

FOR AND IN CONSIDERATION OF TEN AND NO/100 DOLLARS (\$10.00), and other valuable consideration, including the dismissal of the case *Comcast of the South vs. Cincinnati Insurance Company vs. Scottsdale Insurance Company, Max Specialty Insurance Company and Canal Insurance Company*, U.S. District Court for the Eastern District of Tennessee at Chattanooga, Case No. 1:13-cv-390, the undersigned agrees to pay to Comcast ONE HUNDRED EIGHTY THOUSAND, FIVE HUNDRED EIGHTY-EIGHT AND FORTY/100 (\$180,588.40) as reimbursement of attorneys' fees and expenses incurred by Comcast in the defense of the case *Milton Brown vs. Electric Power Board of Chattanooga and Comcast of the South*, Circuit Court of Hamilton County, Tennessee, Docket No.12C872; Division I, from March 12, 2013 through November 12, 2014.

IT IS FURTHER AGREED that Cincinnati Insurance Company will pay the attorneys' fees billed by the firm MOORE INGRAM JOHNSON & STEELE, LLP and litigation expenses incurred by MOORE INGRAM JOHNSON & STEELE, LLP and by Comcast of the South in the continued defense of the case *Milton Brown vs. Electric Power Board of Chattanooga and Comcast of the South* from November 13, 2014 through the conclusion of that case.

IT IS FURTHER AGREED that Cincinnati Insurance Company will indemnify Comcast of the South for any settlement or judgment against Comcast of the South attributable to the negligence of Cincinnati Insurance Company's insured, Gaddcom, Inc., and any other entity performing all or part of the work Gaddcom, Inc. agreed to perform for Comcast in the vicinity of the Chattanooga Nature Center in 2011.

AGREED TO, this 14 day of JANUARY, 2015.

CINCINNATI INSURANCE COMPANY

By: Clement Auveng

(print name)

CLEMENT AUVENG

Its: ASSOCIATE MANAGER - CASUALTY CLAIMS